

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MISSOURI

In re	)	Bk. No. 05-71032-abf
	)	
MARY MARGARET CROOKS AKA MARY	)	
MARGARET SHERRILL,	)	
	)	Motion No.
Debtor.	)	
_____	)	CHAPTER 7
	)	
MIDWEST UNITED CREDIT UNION,	)	
its assignees and/or successors in interest,	)	MOTION FOR ORDER GRANTING
	)	RELIEF FROM AUTOMATIC STAY
Secured Creditor,	)	
	)	
and	)	
	)	
MARY MARGARET CROOKS AKA MARY	)	
MARGARET SHERRILL;	)	
MAUREEN SCULLY, Trustee,	)	
	)	
Respondents.	)	
_____	)	

Midwest United Credit Union, its assignees and/or successors in interest  
("Secured Creditor" herein) alleges as follows:

1. That on or about October 15, 2005, the above named Debtor filed her Chapter 13 Petition in Bankruptcy with this Court. Subsequently, this Chapter 13 proceeding was converted to a Chapter 7 proceeding on February 15, 2006.
2. Prior to the filing of the petition, on February 7, 2003, Debtor made, executed and delivered a Retail Installment Contract ("Contract") to Secured Creditor or its predecessor which bears interest as specified therein. The original Contract is held by Secured Creditor.
3. The indebtedness evidenced by the Contract is secured by a security interest in a **2002 Suzuki Grand Vitara XL7, VIN JS3TX92V924108846** ("the Vehicle") as evidenced by an Ownership Certificate, filed with the Department of Motor Vehicles, State of Missouri.
4. With respect to Secured Creditor's Contract, the following is due and owing:

Payoff Balance: \$ 14,998.73

Arrearages:

Monthly Payments from July 9, 2005  
through March 9, 2006 at \$369.40 \$ 3,324.60

Attorneys' Fees \$ 750.00

Total Delinquencies \$ 4,074.60

5. Secured Creditor has elected to initiate proceedings to take possession of the Vehicle with respect to the subject Contract; however, Secured Creditor is precluded from proceeding to commence said actions to take possession during the pendency of this Bankruptcy.

6. Based upon the foregoing, Secured Creditor alleges that Secured Creditor is not adequately protected, that the subject Vehicle is not necessary to effectuate Debtor's rehabilitation, and that it would be unfair and inequitable to delay this Secured Creditor in taking possession of Secured Creditor's interest. Secured Creditor urges that this Court issue an Order herein permitting this Secured Creditor to proceed with any necessary action to obtain possession of the Vehicle and to dispose of same in a commercially reasonable manner.

7. Secured Creditor has incurred attorneys' fees in bringing this Motion and is entitled to reimbursement for these fees pursuant to its contract.

8. Maureen Scully has been appointed by this Court as the Chapter 7 Trustee in this instant Bankruptcy proceeding. By virtue of her position as Trustee of the estate of Debtor herein, she holds title to the subject Vehicle in that capacity. To the extent the relief sought herein is granted, Defendant Maureen Scully, Trustee, is bound by any such judgment.

9. The commercially reasonable value of the Vehicle is approximately \$11,825.00, as indicated in the N.A.D.A. Official Used Car Guide, Central, March 2006 Edition.

10. Debtor intends to surrender her interest in the subject Vehicle, as evidenced by the Chapter 7 Individual Debtor's Statement of Intention.

11. This Court has jurisdiction of this action pursuant to the provisions of Title 28

U.S.C. Sections 1334 and 157 and 11 U.S.C. Section 362(d).

WHEREFORE, Secured Creditor prays judgment as follows:

1.) For an Order granting relief from the Automatic Stay, permitting this Secured Creditor to move ahead with any necessary actions to take possession of the subject Vehicle under Secured Creditor's Contract and to dispose of same in a commercially reasonable manner.

2.) For an Order granting relief as to the Chapter 7 Trustee's interest in subject Vehicle.

3.) For such Order regarding adequate protection of Secured Creditor's interest as this Court deems proper.

4.) For attorneys' fees and costs of suit incurred herein.

5.) For an Order waiving the 10-day stay described by Bankruptcy Rule 4001(a)(3).

6.) For such other relief as this Court deems appropriate.

Dated: April 7, 2006

By: /s/ Robert J. Bruchman

ROBERT J. BRUCHMAN - MBN 57245

DAVID R. NACHMAN - MBN 30209

Local Counsel

Brown & Nachman, LLC

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POLK, PROBER & RAPHAEL, A LAW CORPORATION

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**CERTIFICATE OF MAILING**

I hereby certify that on April 7, 2006, I filed the foregoing with the court using the CM/ECF system, which will send electronic notice to those parties set up to receive electronic

notification. I further certify that I mailed first- class, U.S. mail, postage prepaid, a copy of the foregoing to those parties who are non-ECF participants.

**Debtors**

Mary Margaret Crooks  
11328 Blue Ridge Blvd., Apt. 1  
Kansas City, MO 64134

**Attorney for Debtors**

Jason C. Amerine  
Castle Law  
818 Grand Blvd., Suite 700  
Kansas City, MO 64106

**Trustee**

Maureen Scully  
P.O. Box 30233  
Kansas City, MO 64112

**U.S. Trustee's Office**

Mr. Jerry Phillips  
400 East Ninth Street, Room 3440  
Kansas City, MO 64106

/s/ Robert J. Bruchman  
ROBERT J. BRUCHMAN - MBN: 57245

## **SPECIAL NOTICE**

### **THE FOLLOWING NOTICE IS GIVEN TO YOU IN THE EVENT THAT THE FEDERAL FAIR DEBT COLLECTIONS ACT APPLIES TO THIS COMMUNICATION.**

The following statement provides you with notice of certain rights which you may have by law. Nothing in this statement modifies or changes the hearing date or response time specified in the attached documents or your need to take legal action to protect your rights in this matter. No provision of the following statement modifies or removes your need to comply with local rules concerning the attached documents.

## **CONSUMER DISCLOSURE**

This communication is made in an attempt to collect on a debt or judgment and any information obtained will be used for that purpose. Please be advised that if you notify Midwest United Credit Union's attorneys in writing within 30 days that all or a part of your obligation or judgment to Midwest United Credit Union is disputed, then Midwest United Credit Union's attorneys will mail to you a written verification of the obligations or judgment and the amounts owed to Midwest United Credit Union. In addition and upon your written request within 30 days, you will be provided with the name and address of the original creditor, if different from the current creditor.

**SUMMARY OF EXHIBITS AND CERTIFICATE OF SERVICE**

The following exhibits in reference to the Motion to be filed are available upon request:

1. Retail Installment Contract and Security Agreement dated February 7, 2003.
2. Certificate of Title.
3. N.A.D.A. Official Used Car Guide, Central, March 2006 Edition
4. Chapter 7 Individual Debtor's Statement of Intention.

Respectfully submitted:

/s/ Robert J. Bruchman  
ROBERT J. BRUCHMAN - MBN: 57245

Copy of the above served this  
7<sup>th</sup> day of April, 2006, on:

**Debtors**

Mary Margaret Crooks  
11328 Blue Ridge Blvd., Apt. 1  
Kansas City, MO 64134

**Attorney for Debtors**

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